

1 Agreement; provided, however, if the Franchisee is unable for any reason or  
2 cause to resume performance at the end of thirty (30) working days all  
3 liability of the Franchisor under this Agreement to the Franchisee shall  
4 cease and this Agreement may be deemed immediately terminated by the  
5 Franchisor.  
6

7 C. Notwithstanding the foregoing and as supplemental and additional means of  
8 termination of this Agreement under this Section, in the event that Franchisee's  
9 record of performance shows that Franchisee has frequently, regularly or  
10 repetitively defaulted in the performance of any of the covenants and conditions  
11 required herein to be kept and performed by Franchisee, in the opinion of  
12 Franchisor and regardless of whether Franchisee has corrected each individual  
13 condition of default, Franchisee shall be deemed a "habitual violator", shall  
14 forfeit the right to any further notice or grace period to correct, and all of said  
15 defaults shall be considered cumulative and collectively shall constitute a  
16 condition of irredeemable default. The Franchisor shall thereupon issue  
17 Franchisee final warning citing the circumstances therefore, and any single  
18 default by Franchisee of whatever nature, subsequent to the occurrence of the  
19 last of said cumulative defaults, shall be grounds for immediate termination of  
20 this Agreement. In the event of any such subsequent default, Franchisor may  
21 terminate this Collection Agreement upon the giving of written Final Notice to  
22 Franchisee, such cancellation to be effective upon the fifteenth consecutive  
23 calendar day following the date of Final Notice, and all contractual fees due  
24 hereunder plus any and all charges and interest shall be payable to said date,  
25 and Franchisee shall have no further rights hereunder. Immediately upon  
26 receipt of said Final Notice, Franchisee shall proceed to cease any further  
27 performance under this Collection Agreement.  
28

29 D. In the event of the aforesaid events specified in paragraphs A, B and C above  
30 and except as otherwise provided in said paragraphs, termination shall be  
31 effective upon the date specified in Franchisor's written notice to Franchisee  
32 and upon said date this Agreement shall be deemed immediately terminated  
33 and upon such termination all liability of the Franchisor under this Agreement  
34 to the Franchisee shall cease, and the Franchisor shall have the right to call the  
35 performance bond and shall be free to negotiate with other contractors for the  
36 operation of the herein specified services. The Franchisee for failure to perform  
37 shall reimburse the Franchisor all direct and indirect costs of providing interim  
38 collection service.  
39  
40  
41

1 31. **MODIFICATIONS TO AGREEMENT DUE TO PUBLIC WELFARE OR CHANGE IN**  
2 **LAW:**

3  
4 The Franchisor shall have the power to make changes in this Agreement as the  
5 result of changes in law and to impose new and reasonable rules and regulations  
6 on the Franchisee under this Collection Agreement relative to the method of  
7 collection and disposal of Garbage, Rubbish, Bulk Trash, Vegetative Waste, or  
8 Recyclable Materials as shall from time to time be necessary and desirable for the  
9 public welfare. The Franchisor shall give the Franchisee reasonable notice of any  
10 proposed change and an opportunity to be heard concerning those matters. The  
11 method of collection and disposal of solid waste and recyclables as referenced  
12 herein shall also be liberally construed to include, but not limited to, the manner,  
13 procedures, operations and obligations, financial or otherwise, of the Franchisee.

14  
15 The Franchisor and Franchisee understand and agree that the Florida Legislature  
16 from time to time has made comprehensive changes in Solid Waste Management  
17 legislation and that these and other changes in law in the future, whether federal,  
18 state or local, which mandate certain actions or programs for counties or  
19 municipalities may require changes or modifications in some of the terms,  
20 conditions or obligations under this Agreement. Nothing contained in this  
21 Agreement shall require any party to perform any act or function contrary to law.

22  
23 The Franchisor and Franchisee agree to enter into good faith negotiations regarding  
24 modifications to this Agreement which may be required in order to implement  
25 changes in the interest of the public welfare or due to change in law.

26  
27 32. **RIGHT TO REQUIRE PERFORMANCE:**

28  
29 The failure of the Franchisor at any time to require performance by the Franchisee  
30 of any provisions hereof shall in no way affect the right of the Franchisor thereafter  
31 to enforce the same. Nor shall waiver by the Franchisor of any breach of any  
32 provisions hereof be taken or held to be waived of any succeeding breach of such  
33 provisions or as a waiver of any provision itself.

34  
35 33. **TITLE TO WASTE:**

36  
37 The Franchisor shall, at all times, hold title and ownership to all Residential and  
38 Commercial Solid Waste, Vegetative Waste, Rubbish, Recyclable Material and all  
39 other waste collected by the Franchisee pursuant to this Agreement.  
40  
41

1 34. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.**

2  
3 This Agreement shall be governed by and construed in accordance with the Laws  
4 of the State of Florida applicable to contracts made and to be performed entirely in  
5 the State.

6  
7 In the event that any cause of action or administrative proceeding is instituted for  
8 the enforcement or interpretation of this Agreement, the Franchisor and Franchisee  
9 agree that venue will lie in the appropriate court or before the appropriate  
10 administrative body in Monroe County, Florida.

11  
12 The Franchisor and Franchisee agree that, in the event of conflicting  
13 interpretations of the terms or a term of this Agreement by or between any of them,  
14 the issue shall be submitted to mediation prior to the institution of any other  
15 administrative or legal proceeding.

16  
17 35. **COMPLIANCE WITH LAWS:**

18  
19 The Franchisee shall conduct operations under this Agreement in compliance with  
20 all applicable laws.

21  
22 36. **SEVERABILITY:**

23  
24 If any term, covenant, condition or provision of this Agreement (or the application  
25 thereof to any circumstance or person) shall be declared invalid or unenforceable  
26 to any extent by a court of competent jurisdiction, the remaining terms, covenants,  
27 conditions and provisions of this Agreement shall not be affected thereby; and each  
28 remaining term, covenant, condition and provision of this Agreement shall be valid  
29 and shall be enforceable to the fullest extent permitted by law unless the  
30 enforcement of the remaining terms, covenants, conditions and provisions of this  
31 Agreement would prevent the accomplishment of the original intent of this  
32 Agreement. The Franchisor and Franchisee agree to reform the Agreement to  
33 replace any stricken provision with a valid provision that comes as close as possible  
34 to the intent of the stricken provision.

35  
36 37. **ASSIGNMENT AND SUBLETTING:**

37  
38 The Franchisee shall not assign or dispose of the Franchise granted by this  
39 Agreement by sale, lease, mortgage or otherwise transfer it in any manner  
40 whatsoever without the express written consent of the Franchisor. Prior to any  
41 proposed assignment or sale of the Franchise, the Franchisor shall be given the  
42 right of first refusal. The Franchisor shall have full discretion to approve or deny,  
43 with or without cause, any proposed assignment or assignment by the Franchisee.

44 Any assignment of this Agreement made by the Franchisee without the express  
45 written consent of the Franchisor shall be null and void and shall be grounds for  
46 the Franchisor to declare a default of this Agreement and immediately terminate

1 this Agreement by giving written notice to the Franchisee, and upon the date of  
2 such notice this Agreement shall be deemed immediately terminated, and upon  
3 such termination all liability of the Franchisor under this Agreement to the  
4 Franchisee shall cease, and Franchisor shall have the right to call the performance  
5 bond and shall be free to negotiate with other Franchisees or any other person or  
6 company for the service of the Franchise area which is the subject of this  
7 Agreement. In the event of any assignment, assignee shall fully assume all the  
8 liabilities of the Franchisee.  
9

10 It is the intent of the parties that no Franchisee, whether by itself or through its  
11 parent(s) or holding companies, shall at any time hold or have control of more than  
12 two (2) Solid Waste and Recycling Collection Franchise Agreements with the  
13 Franchisor.  
14

15 For purposes of this Section, a parent or holding company shall mean any person,  
16 corporation or company holding, owning or in control of more than ten (10%)  
17 percent stock or financial interest in the Franchisee.  
18

19 **38. MODIFICATIONS:**  
20

21 This Agreement constitutes the entire contract and understanding between the  
22 parties hereto, and it shall not be considered modified, altered, changed or  
23 amended in any respect unless in writing and signed by the parties hereto.  
24

25 **39. INDEPENDENCE OF AGREEMENT:**  
26

27 Except as otherwise noted in Section 3.A, it is understood and agreed that nothing  
28 herein contained is intended or should be construed as in any way establishing the  
29 relationship of co-partners between the parties hereto, or as constituting the  
30 Franchisee as the agent, representative or employee of the Franchisor for any  
31 purpose whatsoever. The Franchisee is to be and shall remain an independent  
32 contractor with respect to all services performed under this Agreement.  
33

34 **40. MUNICIPALITY'S OPTION TO BE COVERED BY CONTRACT:**  
35

36 The Franchisee shall have the right of first refusal to provide Residential Solid  
37 Waste Collection Services to any municipality in the County located adjacent to and  
38 contiguous with its Service Area boundaries under the same terms, conditions and  
39 rate of compensation as provided for under the terms of this Collection Agreement.  
40 The County and a municipality that elects to be covered by this Collection  
41 Agreement shall enter into an interlocal agreement regarding the participation of

the municipality. Municipalities currently being served by a Franchisee under the terms and conditions of the prior franchise agreement shall continue to be served by those franchisees under the provisions of this Collection Agreement.

**41. OTHER RATE ADJUSTMENTS:**

Non-performance of this Franchise Agreement or a request for a rate increase, either of which are attributed to the Franchisee accepting the Franchise Agreement award at an insufficiently low rate, shall result in cancellation of all solid waste and recycling collection service Franchise Agreements for all service areas entered into with the franchisee.

**42. EXISTING OR PRIOR AGREEMENTS:**

The terms and conditions of this Agreement supersede the terms, obligations and conditions of any existing or prior Agreement or understanding, written or verbal, between the parties regarding the work performed, compensation to be paid, and all other matters contained.

**43. ATTORNEY'S FEES AND COSTS:**

The Franchisor and Franchisee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**44. BINDING EFFECT:**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the Franchisor and Franchisee and their respective legal representatives, successors, and assigns.

**45. AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

**46. CLAIMS FOR FEDERAL OR STATE AID:**

Franchisor and Franchisee agree that each shall be, and is, empowered to apply for,

1 seek, and obtain federal and state funds to further the purpose of this Agreement;  
2 provided that all applications, requests, grant proposals, and funding solicitations  
3 shall be approved by each party prior to submission.  
4

5 **47. ADJUDICATION OF DISPUTES OR DISAGREEMENTS:**  
6

7 Franchisor and Franchisee agree that all disputes and disagreements shall be  
8 attempted to be resolved by meet and confer sessions between representatives of  
9 each of the parties. If no resolution can be agreed upon within thirty (30) days after  
10 the first meet and confer session, the issue or issues shall be discussed at a public  
11 meeting of the Board of County Commissioners. If the issue or issues are still not  
12 resolved to the satisfaction of the parties, then any party shall have the right to  
13 seek such relief or remedy as may be provided by this Agreement or by Florida law.  
14

15 **48. NONDISCRIMINATION:**  
16

17 Franchisor and Franchisee agree that there will be no discrimination against any  
18 person, and it is expressly understood that upon a determination by a court of  
19 competent jurisdiction that discrimination has occurred, this Agreement  
20 automatically terminates without any further action on the part of any party,  
21 effective the date of the court order. Franchisor and Franchisee agree to comply  
22 with all Federal and Florida statutes, and all local ordinances, as applicable,  
23 relating to nondiscrimination. These include but are not limited to: (1) Title VI of  
24 the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the  
25 basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of  
26 1973, as amended (20 U.S.C. s. 794), which prohibits discrimination on the basis  
27 of handicap; (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. ss.  
28 6101-6107), which prohibits discrimination on the basis of age; (4) The Drug Abuse  
29 Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to  
30 nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol  
31 Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.  
32 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse  
33 or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42  
34 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol  
35 and drug abuse patient records; (7) The Americans With Disabilities Act of 1990  
36 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to  
37 nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992,  
38 (Chapter 760, Florida Statutes, and Section 509.092, Florida Statutes), as may be  
39 amended from time to time, relating to nondiscrimination; (9) The Monroe County  
40 Human Rights Ordinance (Chapter 13, Article VI, Sections 13-101 through 13-130),  
41 as may be amended from time to time, relating to nondiscrimination; and (10) any  
42 other nondiscrimination provisions in any federal or state statutes or local  
43 ordinances which may apply to the parties to, or the subject matter of, this  
44 Agreement.  
45

46 **49. COOPERATION:**  
47

48 In the event any administrative or legal proceeding is instituted against either party  
49 relating to the formation, execution, performance, or breach of this Agreement,  
50 Franchisor and Franchisee agree to participate, to the extent required by the other  
51 party, in all proceedings, hearings, processes, meetings, and other activities related

1 to the substance of this Agreement or provision of the services under this  
2 Agreement. Franchisor and Franchisee specifically agree that no party to this  
3 Agreement shall be required to enter into any arbitration proceedings related to this  
4 Agreement or any Attachment or Addendum to this Agreement.  
5

6 **50. COVENANT OF NO INTEREST:**

7  
8 Franchisor and Franchisee covenant that neither presently has any interest, and  
9 shall not acquire any interest, which would conflict in any manner or degree with  
10 its performance under this Agreement, and that only interest of each is to perform  
11 and receive benefits as recited in this Agreement.  
12

13 **51. CODE OF ETHICS:**

14  
15 The Franchisor agrees that the officers and employees of the Franchisor recognize  
16 and will be required to comply with the standards of conduct relating to public  
17 officers and employees as delineated in Section 112.313, Florida Statutes,  
18 regarding, but not limited to, solicitation or acceptance of gifts; doing business with  
19 one's agency; unauthorized compensation; misuse of public position, conflicting  
20 employment or contractual relationship; and disclosure or use of certain  
21 information.  
22

23 **52. NO SOLICITATION/PAYMENT:**

24  
25 Franchisor and Franchisee warrant that, in respect to itself, it has neither  
26 employed nor retained any company or person, other than a bona fide employee  
27 working solely for it, to solicit or secure this Agreement and that it has not paid or  
28 agreed to pay any person, company, corporation, individual, or firm, other than a  
29 bona fide employee working solely for it, any fee, commission, percentage, gift, or  
30 other consideration contingent upon or resulting from the award or making of this  
31 Agreement. For the breach or violation of this provision, the Franchisee agrees that  
32 the Franchisor shall have the right to terminate this Agreement without liability  
33 and, at its discretion, to offset from monies owed, or otherwise recover, the full  
34 amount of such fee, commission, percentage, gift, or consideration.  
35

36 **53. PUBLIC ACCESS:**

37  
38 Franchisor and Franchisee shall allow and permit reasonable access to, and  
39 inspection of, all documents, papers, letters, or other materials subject to the  
40 provisions of Chapter 119, Florida Statutes, and made or received by Franchisor  
41 and Franchisee in conjunction with this Agreement; and the Franchisor shall have  
42 the right to unilaterally cancel this Agreement upon violation of this provision by  
43 Franchisee.  
44

45 **54. NON-WAIVER OF IMMUNITY:**

46  
47 Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation  
48 of the Franchisor and Franchisee in this Agreement and the acquisition of any  
49 commercial liability insurance coverage, self-insurance coverage, or local  
50 government liability insurance pool coverage shall not be deemed a waiver of  
51 immunity to the extent of liability coverage, nor shall any contract entered into by

the Franchisor be required to contain any provision for waiver.

**55. PRIVILEGES AND IMMUNITIES:**

All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, volunteers, or employees of the Franchisor, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

**56. LEGAL OBLIGATIONS AND RESPONSIBILITIES; NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES:**

This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any other participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the Franchisor, except to the extent permitted by the Florida constitution, state statutes, case law, and, specifically, the provisions of Chapters 125 and 163, Florida Statutes.

**57. NON-RELIANCE BY NON-PARTIES:**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Franchisor and Franchisee agree that neither the Franchisor and Franchisee or any agent, officer, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**58. ATTESTATIONS:**

Franchisee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics statement, and a Drug-Free Workplace Statement.

**59. NO PERSONAL LIABILITY:**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.



1 60. **EXECUTION IN COUNTERPARTS:**

2  
3 This Agreement may be executed in any number of counterparts, each of which  
4 shall be regarded as an original, all of which taken together shall constitute one  
5 and the same instrument and any of the parties hereto may execute this Agreement  
6 by signing any such counterpart.  
7

8 61. **SECTION HEADINGS:**

9  
10 Section headings have been inserted in this Agreement as a matter of convenience  
11 of reference only, and it is agreed that such section headings are not a part of this  
12 Agreement and will not be used in the interpretation of any provision of this  
13 Agreement.  
14

15 IN WITNESS WHEREOF, the parties hereto have caused this Collection Agreement to be executed by the  
16 respective authorized representatives as of the date first above written.  
17

18  
19  
20 (SEAL)

21 ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

22  
23  
24 By \_\_\_\_\_

25 Deputy Clerk

\_\_\_\_\_  
Mayor/Chairperson

26  
27  
28  
29 (SEAL)

30 ATTEST:


(FRANCHISEE NAME)

31  
32  
33  
34 By \_\_\_\_\_

35 Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

36  
  
MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:



JOHN R. COLLINS  
COUNTY ATTORNEY

Date 05/04/04

**EXHIBIT I**  
**DESCRIPTION OF BOUNDARIES OF SERVICE AREA**

Pigeon Key  
Marathon  
Boot Key  
Stirrup Key  
Vaca Key  
Fat Deer Key  
Crawl Key  
Grassy Key  
Key Colony Beach  
Duck Key  
Conch Key  
Long Key  
Layton  
Fiesta Key

**EXHIBIT II**  
**APPROVED RATE SCHEDULE**  
**Mid-Keys Waste, Inc.**  
**FY 2004-2005 Approved Rates**

**Residential Collection Rates (per unit)**

Services	Curbside Service
Solid Waste	\$10.26 (2x/wk)
Recycling	\$ 3.32 (1x/wk)

**Commercial Solid Waste, Commercial Recycling and Roll-Off Collection Rates**

Solid Waste Collection Rate	\$5.43 per cubic yard
Recycling Container Collection Rate	\$5.43 per cubic yard
Compactor Collection Rate (12 cubic yards or less)	\$16.34 per cubic yard
Compactor Collection Rate (greater than 12 cubic yards)	\$181.44 per pull
Roll-Off Collection Rate	\$181.44 per pull

**MONTHLY CONTAINER MAINTENANCE FEES**

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking mechanism
1YD	\$14.02
2YD	\$15.93
3YD	\$17.88
4YD	\$18.16
6YD	\$20.13
8YD	\$22.08
RECYCLING CONTAINERS	
32 gal.	\$1.27
90 gal.	\$3.59

Capacities in between these values can be obtained by interpolation.  
 Capacities outside of these values can be obtained by extrapolation.

**EXHIBIT III**  
**DISCLOSURE OF SERVICE RATES**

**"REGULATION BY MONROE COUNTY"**

The terms and conditions of this Commercial Solid Waste Collection Service Agreement are regulated by a Collection Agreement granted by Monroe County. Should the customer have any questions relating to the terms and conditions of this Collection Agreement, the customer may call the Contract Administrator at (305) 292-4432.

**"COMMERCIAL COLLECTION CONTAINERS"**

The Customer shall be provided the Commercial Collection Container from the Franchisee at the maintenance fee approved by the Board. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Franchisee's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner. In the event of damage to a Container, the incident will be investigated by the Contract Administrator including a determination of any compensation due the affected party.

**"SPECIAL SERVICES"**

If a customer requests, the Franchisee may provide special services for the collection of Commercial Solid Waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Franchisee provides special services, such charges must be separately stated under the "RATES FOR SERVICES" Disclosure Statement. The maximum for these special service rates are fixed by the Board. A copy of these rates can be obtained from the Franchisee or the Contract Administrator.

**"RATES FOR SERVICE DISCLOSURE"**

A RATES FOR SERVICES disclosure statement shall be completed and issued to each Customer receiving Commercial Solid Waste Collection Service, or Special Services. Upon initial signing of a contract for these services, a copy of this disclosure statement shall be provided to the Customer and to the Contract Administrator. Any changes in level of service or cost of service shall require the issuance of a new disclosure statement. If service is terminated for any reason, a copy of the disclosure statement indicating the reason(s) and date of termination shall be submitted to the Contract Administrator.

The "Rates For Services" disclosure statement shall have attached a rate schedule which specifies the Collection Rate and the Disposal Rate based on size of Container and frequency of service; the Container Rental rate, expressed as a monthly flat fee based on the size of the Container; and the cost per month for each Special Service required by the Customer.

1                                   **"RATES FOR SERVICES DISCLOSURE STATEMENT"**  
2

3   Franchise Name: \_\_\_\_\_  
4   Customer Name:    \_\_\_\_\_

5   Customer Address: \_\_\_\_\_  
6   Customer Phone #: \_\_\_\_\_

7   Level of Service: \_\_\_\_\_  
8

                                  Date of Agreement: \_\_\_\_\_  
                                  Service Date:        \_\_\_\_\_  
                                  Begin:            \_\_\_\_\_  
                                  End:              \_\_\_\_\_

9 <u>Item</u>	<u>Monthly Cost</u>
10	
11   Cost of Collection of Solid Waste	_____
12   Cost of Disposal of Solid Waste	_____
13   Cost of Container Maintenance for Solid Waste	_____
14   Itemized Charges for Special Services	_____
15   Total	_____
16	
17	

18   **THESE SERVICES ARE PROVIDED UNDER A FRANCHISE AGREEMENT REGULATED BY THE**  
19   **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY. SHOULD YOU HAVE ANY**  
20   **QUESTIONS RELATING TO THESE RATES, PLEASE CALL THE SOLID WASTE MANAGEMENT**  
21   **DEPARTMENT (305) 292-4432.**

1  
2 **EXHIBIT IV**  
3 **ANNUAL FINANCIAL REPORTING FORMAT**  
4

5  
6 The Franchisee shall submit to the Franchisor a certified comparative operating cost statement prepared in  
7 accordance with generally accepted accounting standards.  
8

9 The Franchisee shall disclose as part of the Statement of Income and Expense all methods of allocations used  
10 to distribute costs between commercial and residential operations. The disclosure shall be in narrative form  
11 and include the basis for the allocation method.  
12

13 The Franchisee shall provide a description of the expenses classified as Other Operating Costs and Other  
14 General and Administration.  
15

16 Any allocations made will need to be disclosed in a narrative format, along with the basis for those allocations.  
17 Additionally, it is understood that each Franchisee shall utilize the accrual basis of accounting for income and  
18 expenses.  
19

20 Attached is the required format for financial statement reporting in accordance with this Franchise Agreement.



**EXHIBIT V  
SPECIAL SERVICES**

RATES DETERMINED BY THE FRANCHISOR  
(Not to be adjusted during term)

Rate Per Service	
Rolling Out Container (and returning it to original location)	\$3.00
Back Door Service (Residential Curbside Only)*	Negotiable
Opening (and closing) Doors or Gates	\$1.00
Locks for Containers	\$10.00 (one time) Charge for Replacements based on cost + 10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on container**	\$60.00
Adding wheels to or changing wheels on 1, 2, and 3 yard Containers only	No Charge
Moving Container Location (if feasible) Per Customer Request	\$30.00
Adding lids to or changing lids on Containers	No Charge
Set up and Return Fees	\$25.00

\* There will be no charge for those residents medically unable to bring solid waste or recyclables to curbside as delineated in Section 4. Back Door service to all other customers may be offered by the Franchisee.

\*\* Determination of necessity of locking mechanisms is based on customer requirements.



**EXHIBIT VI**  
**PERFORMANCE BOND SLIDING SCALE**

Gross Revenues (Minus Disposal Fees paid to the Franchisor) in Millions of Dollars	Performance Bond Required
2.5 - Above	\$400,000
1.5 - 2.5	\$300,000
.5 - 1.5	\$200,000
.0 - .5	\$100,000

## **PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA**

**ETHICS CLAUSE**

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4